

DECLARATION AND POWER OF ATTORNEY

As a below named inventor, I hereby declare that:

My residence, post office address and citizenship are as stated below next to my name,

I believe I am the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled: "Spa Control System" copy of which

(x) is attached hereto.

() was filed on _____ as Application
Serial No. _____ and was amended on _____
(if applicable)

I hereby state that I have reviewed and understand the contents of the above identified specification, including the claims, as amended by any amendment referred to above.

I acknowledge the duty to disclose information which is material to the examination of this application in accordance with Title 37, Code of Federal Regulations, §1.56(a).

I hereby claim foreign priority benefits under Title 35, United States Code, §119 of any foreign application(s) for patent or inventor's certificate listed below and have also identified below any foreign application for patent or inventor's certificate having a filing date before that of the application on which priority is claimed: None.

Prior Foreign Application(s)

			Priority Claimed
(Number)	(Country)	(Day/Month/Year Filed)	() () Yes No
(Number)	(Country)	(Day/Month/Year Filed)	() () Yes No
(Number)	(Country)	(Day/Month/Year Filed)	() () Yes No

I hereby claim the benefit under Title 35, United States Code, §120 of any United States application(s) listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States application in the manner provided by the first paragraph of Title 35, United States Code, §112, I acknowledge the duty to disclose material information as defined in Title 37, Code of Federal Regulations, §1.56(a) which occurred between the filing date of the prior application and the national or PCT international filing date of this application: None.

(Application Serial No.)	(Filing Date)	(Status) (Patented, Pending, Abandoned) Pending and will issue to U.S. Patent 4,647,443
(Application Serial No.)	(Filing Date)	(Status) (Patented, Pending, Abandoned)

I hereby appoint the following attorney(s) to prosecute this application and to transact all business in the Patent and Trademark Office connected therewith, with full power of substitution and revocation:

David M. Ostfeld, Registration No. 27,827
Address all correspondence to:

David M. Ostfeld
Chamberlain, Hrdlicka, White, Johnson & Williams
1400 Citicorp Center, 1200 Smith Street
Houston, Texas 77002
(713) 658-1818

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

1-90
Full name of sole
or first inventor Michael E. Tompkins
Inventor's signature Michael E. Tompkins 5-27-87
Date
Residence 2339 Doverglen Drive, Missouri City, Texas 77489
Citizenship U.S.A. 12
Post Office Address Above

2-90
Full name of second joint
inventor, if any Michael J. Green
Second Inventor's
signature Michael J. Green 5-27-87
Date
Residence 7230 Brace Street, Houston, Texas 77061 12
Citizenship U.S.A.
Post Office Address _____

Full name of third joint
inventor, if any _____
Third Inventor's
signature _____
Date _____
Residence _____
Citizenship _____
Post Office Address _____

Applicant or Patentee: Michael E. Tompkins/Mich Green No.86-119800
Serial or Patent No.: Concurrent Docket No.:
Filed or Issued: Concurrent
For: Spa Control System

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VERIFIED STATEMENT (DECLARATION) CLAIMING SMALL ENTITY
STATUS (37 CFR 1.9(f) and 1.279(b) - INDEPENDENT INVENTOR

As a below named inventor, I hereby declare that I qualify as an independent inventor as defined in 37 CFR 1.9(c) for purposes of paying reduced fees under section 41(a) and (b) of Title 35, United States Code, to the Patent and Trademark Office with regard to the invention entitled Spa Control System

☒ the specification filed herewith
application serial no. _____, filed _____
patent no. _____, issued _____

I have not assigned, granted, conveyed or licensed and am under no obligation under contract or law to assign, grant, convey or license, any rights in the invention to any person who could not be classified as an independent inventor under 37 CFR 1.9(c) if that person had made the invention, or to any concern which would not qualify as small business concern under 37 CFR 1.9(d) or a nonprofit organization under 37 CFR 1.9(e).

Each person, concern or organization to which I have assigned, granted, conveyed, or licensed or am under an obligation under contract or law to assign, grant, convey, or license any rights in the invention is listed below:

☐ no such person, concern, or organization
☒ persons, concerns or organizations listed below*

*NOTE: Separate verified statements are required from each named person, concern or organization having rights to the invention averring to their status as small entities. (37 CFR 1.27)

FULL NAME Siege Industries, Inc.
ADDRESS 1020 W. Loop North, Houston, Texas 77055
☐ INDIVIDUAL ☒ SMALL BUSINESS CONCERN ☐ NONPROFIT ORGANIZATION

FULL NAME _____
ADDRESS _____
☐ INDIVIDUAL ☐ SMALL BUSINESS CONCERN ☐ NONPROFIT ORGANIZATION

FULL NAME _____
ADDRESS _____
☐ INDIVIDUAL ☐ SMALL BUSINESS CONCERN ☐ NONPROFIT ORGANIZATION

I acknowledge the duty to file, in this application or patent, notification of any change in status resulting in loss of entitlement to small entity status prior to paying, or at the time of paying, the earliest of the issue fee or any maintenance fee due after the date on which status as a small entity is no longer appropriate. (37 CFR 1.28(b))

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application, any patent issuing thereon, or any patent to which this verified statement is directed.

Michael E. Tompkins	Michael J. Green	
NAME OF INVENTOR	NAME OF INVENTOR	NAME OF INVENTOR
<i>Michael E. Tompkins</i>	<i>Michael J. Green</i>	
Signature of Inventor	Signature of Inventor	Signature of Inventor
<u>5-27-87</u>	<u>5-27-87</u>	
Date	Date	Date

DMO/sii

Applicant or Patentee: Michael E. Tompkins/Michael J. Green File No. 86-119800
 Serial or Patent No.: Concurrent Docket No.: _____
 Filed or Issued: Concurrent
 For: Spa Control System

VERIFIED STATEMENT (DECLARATION) CLAIMING SMALL ENTITY STATUS
 (37 CFR 1.9(f) and 1.27(c)) - SMALL BUSINESS CONCERN

I hereby declare that I am

- ☐ the owner of the small business concern identified below:
☒ an official of the small business concern empowered to act
 on behalf of the concern identified below:

NAME OF CONCERN Siege Industries, Inc.
 ADDRESS OF CONCERN 1020 W. Loop North, Houston, Texas 77055

I hereby declare that the above identified small business concern qualifies as a small business concern as defined in 13 CFR 121.3-18, and reproduced in 37 CFR 1.9(d), for purposes of paying reduced fees under section 41(a) and (b) of Title 35, United States Code, in that the number of employees of the concern, including those of its affiliates, does not exceed 500 persons. For purposes of this statement, (1) the number of employees of the business concern is the average over the previous fiscal year of the concern of the persons employed on a full-time, part-time or temporary basis during each of the pay periods of the fiscal year, and (2) concerns are affiliates of each other when, directly or indirectly, one concern controls or has the power to control the other, or a third party or parties controls or has the power to control both.

I hereby declare that rights under contract or law have been conveyed by license to and remain with the small business concern identified above with regard to the invention, entitled Spa Control System by inventor(s) Michael F. Tompkins and Michael J. Green described in

- ☒ the specification filed herewith
☐ application serial no. _____ filed _____
☐ patent no. _____, issued _____

If the rights held by the small business concern are not exclusive, each individual, concern or organization having rights to the invention is listed below* and no rights to the invention are held by any person, other than the inventor, who could not qualify as a small business concern under 37 CFR 1.9(d) or by any concern which would not qualify as a small business concern under 37 CFR 1.9(d) or a nonprofit organization under 37 CFR 1.9(e). *Note: Separate verified statements are required from each named person, concern or organization having rights to the invention averring to their status as small entities. (37 CFR 1.27)

NAME _____
 ADDRESS _____
☐ INDIVIDUAL ☐ SMALL BUSINESS CONCERN ☐ NONPROFIT ORGANIZATION

NAME _____
 ADDRESS _____
☐ INDIVIDUAL ☐ SMALL BUSINESS CONCERN ☐ NONPROFIT ORGANIZATION

I acknowledge the duty to file, in this application or patent, notification of any change in status resulting in loss of entitlement to small entity status prior to paying, or at the time of paying, the earliest of the issue fee or any maintenance fee due after the date on which status as a small entity is no longer appropriate. (37 CFR 1.28(b))

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application, any patent issuing thereon, or any patent to which this verified statement is directed.

NAME OF PERSON SIGNING Patricia Q. Siegel
 TITLE IN ORGANIZATION Secretary/Treasurer
 ADDRESS OF PERSON SIGNING 1020 W. Loop North, Houston, Texas 77055

SIGNATURE Patricia Q. Siegel DATE 5/27/87

ASSIGNMENT

IN CONSIDERATION OF TEN DOLLARS (\$10.00) cash in hand paid to me by SIEGE INDUSTRIES, INC., a Texas corporation, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SIEGE INDUSTRIES, INC., sometimes hereinafter called Assignor, does hereby assign, sell, grant and convey to said IRVING C. SIEGEL, sometimes hereinafter called Assignee, his heirs and assigns, Assignor's entire right, title and interest throughout the world in and to:

1. The invention on the Spa Control System.
2. All applications for patent or like protection on said invention that have now been or may in the future be made by Assignor or its representatives, whether in the United States of America or in any other country or place anywhere in the world, including but not limited to the following applications:

<u>Country</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Entitled</u>
U.S.A.	07/054,581	05/27/87	Spa Control System
U.S.A.	08/162,420	12/03/93	Spa Control System
U.S.A.	07/224,869	07/26/88	Spa Control System
U.S.A.	08/225,282	01/11/94	Spa Control System

3. All applications for patent or like protection on said inventions that have been filed to date by Assignor in the United States of America;
4. All patents and like protection that may be granted in the future on said inventions and patent applications to Assignor in the United States of America;
5. All substitutions for and divisions, continuations, continuations-in-part, renewals, reissues, extensions, and the like of said applications and patents and like grants, including without limitations, those obtained or permissible under past, present and future law and statutes;
6. All rights of action on account of past, present and future unauthorized use of said inventions and infringement of said patents and like protection;

REF 1091 MAR 209

and Assignor covenants that it will, at the expense of Assignee, his heirs and assigns, execute all papers and perform such other acts as may be reasonably necessary to give Assignee, his heirs and assigns, the full benefit of this Assignment.

EXECUTED this 27 day of July, 1994.

SIEGE INDUSTRIES, INC.

By: Irving C. Siegel
Irving C. Siegel, President

THE STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned, a Notary Public in and for Harris County, Texas, on this day personally appeared IRVING C. SIEGEL, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said SIEGE INDUSTRIES, INC., a Texas corporation, and that he executed the same as the act and deed of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 27 day of July, 1994.

M. A. Crabtree
Notary Public in and for
the State of Texas

[S E A L]

My Commission Expires:



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RECORDED
PATENT & TRADEMARK OFFICE

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In consideration of Ten Dollars (\$10.00) cash in hand paid to us and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we, Micahel E. Tompkins and Michael J. Green, and SECOA Corporation (a/k/a ICS Development, Inc.) , who have made an invention in Spa Control System assign, sell, transfer and convey to Siega Industries, Inc., a corporation having an office in Houston, Texas, sometimes hereinafter called "Assignee," its successors and assigns, the entire right, title and interest throughout the world in and to:

1. Said invention in Spa Control System
2. Our United States of America patent application filed concurrently herewith on said invention, Attorney's File No. 86-119800, entitled: Spa Control System
3. All applications for patent or like protection on said invention that have now been or may in the future be made by us or our legal representatives, whether in the United States of America or any other country or place anywhere in the world;
4. All patents and like protection that have now been or may in the future be granted on said invention to us or our legal representatives, whether in the United States of America or in any other country or place anywhere in the world;
5. All substitutions for and divisions, continuations, continuations-in-part, renewals, reissues, extensions, and the like of said applications and patents and like grants, including, without limitation, those obtained or permissible under past, present and future law and statutes;
6. All rights of action on account of past, present and future unauthorized use of said invention and for infringement of said patents and like protection;
7. The right of assignee to file in its name applications for patents and like protection for said invention in any country and countries foreign to the United States; and
8. All international rights of priority associated with said invention, applications, patents and like protection;

(hereinafter "Rights").

Further, we covenant and agree that we will, at the expenses of Assignee, his successors and assigns, cooperate with Assignee at Assignee's expense whereby Assignee may enjoy to the fullest extent the benefit of this Agreement. Such cooperation shall include but not limited to:

- (1) Prompt execution of all papers that are deemed necessary or desirable by Assignee to perfect the right, title and interest herein conveyed, and

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(2) Prompt execution of all petitions, oaths, specifications, declarations or other papers that are deemed necessary or desirable by assignee for prosecuting patent applications, for filing and prosecuting substitute, division, continuing, or additional applications in the United States and/or foreign countries, for filing and prosecuting applications for reissuance of letters patent, and for interference proceedings involving and covering any of the Rights, and

(3) Prompt assistance and cooperation, including but not limited to execution of documents and testifying, in the prosecution of legal proceedings involving any of the Rights, including, but not limited to, patent prosecution, interference proceedings, infringement court actions, opposition proceedings, cancellation proceedings, priority contests, unfair competition court actions, trade secret court actions, public use proceedings, slander, license breach and royalty collection proceedings and any other legal proceedings.

Further, we warrant that we have the right to make the assignment set forth herein.

Further, this Agreement shall be binding upon us, our heirs, administrators, executors, successors, trustees, devisees and assigns.

Further, this Agreement shall inure to assignee, his successors, trustees, devisees and assigns.

EXECUTED at the time and place indicated below opposite the signature:

DATE: 5-27-87


Michael E. Tompkins
At Houston, Texas

STATE OF TEXAS \$
COUNTY OF HARRIS \$

BEFORE ME, the undersigned authority, on this day personally appeared Michael E. Tompkins, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 27th day of May, 1987.

[Seal]

My commission expires: 12-30-90


Notary Public, State of Texas
N. VICTORELLA

DATE:

5-27-87

Michael J. Green

At

Houston, Texas

STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Michael J. Green, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 27th day of May, 1987.

[Seal]

My commission expires: 12-30-90

R. VICTORELLA
Notary Public, State of Texas
R. VICTORELLA

SECOA Corporation (a/k/a ICS
Development, Inc.)

DATE:

5-27-87

By:

Michael E. Tompkins, President

At

Houston, Texas

STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Michael E. Tompkins, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 27th day of May, 1987.

[Seal]

My commission expires: 12-30-90

R. VICTORELLA
Notary Public, State of Texas
R. VICTORELLA

RECORDED
PATENT & TRADEMARK OFFICE

MAY 27 1987

COMMISSIONER OF PATENTS
AND TRADEMARKS OFFICE

A S S I G N M E N T

In consiation of Ten Dollars (\$10.00) cash in hand paid to me and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we, Michael E. Tompkins and Michael J. Green, who have made an invention in a Spa Control System, assign, sell, transfer and convey to Siege Industries, Inc., a corporation having an office in Houston, Texas, sometimes hereinafter called "Assignee," its successors and assigns, the entire right, title and interest throughout the world in and to, for each of us:

1. Said invention in Spa Control System;
 2. My United States of America patent application filed concurrently herewith on said invention, Attorney's File No. 86-1198-01, entitled: Spa Control System;
 3. All applications for patent or like protection on said invention that have now been or may in the future be made by me or my legal representatives, whether in the United States of America or any other country or place anywhere in the world;
 4. All patents and like protection that have now been or may in the future be granted on said invention to me or my legal representatives, whether in the United States of America or in any other country or place anywhere in the world;
 5. All substitutions for and divisions, continuations, continuations-in-part, renewals, reissues, extensions, and the like of said applications and patents and like grants, including, without limitation, those obtained or permissible under past, present and future law and statutes;
 6. All rights of action on account of past, present and future unauthorized use of said invention and for infringement of said patents and like protection;
 7. The right of assignee to file in its name applications for patents and like protection for said invention in any country and countries foreign to the United States; and
 8. All international rights of priority associated with said invention, applications, patents and like protection;
- (hereinafter "Rights").

Further, each of us covenants and agrees that I will, at the expenses of Assignee, its successors and assigns, cooperate with Assignee at Assignee's expense whereby Assignee may enjoy to the fullest extent the benefit of this Agreement. Such cooperation shall include but not limited to:

- (1) Prompt execution of all papers that are deemed necessary or desirable by Assignee to perfect the right, title and interest herein conveyed, and

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(2) Prompt execution of all petitions, oaths, specifications, declarations or other papers that are deemed necessary or desirable by assignee for prosecuting patent applications, for filing and prosecuting substitute, division, continuing, or additional applications in the United States and/or foreign countries, for filing and prosecuting applications for reissuance of letters patent, and for interference proceedings involving and covering any of the Rights, and

(3) Prompt assistance and cooperation, including but not limited to execution of documents and testifying, in the prosecution of legal proceedings involving any of the Rights, including, but not limited to, patent prosecution, interference proceedings, infringement court actions, opposition proceedings, cancellation proceedings, priority contests, unfair competition court actions, trade secret court actions, public use proceedings, slander, license breach and royalty collection proceedings and any other legal proceedings.

Further, each of us warrants that I have the right to make the assignment set forth herein.

Further, this Agreement shall be binding upon each of us and our heirs, administrators, executors, successors, trustees, devisees and assigns.

Further, this Agreement shall inure to Assignee, its successors, trustees, devisees and assigns.

EXECUTED at the time and place indicated below opposite the signature:

DATE: 7/18/89

By: 
Michael E. Thompson

At: Houston, Texas


STATE OF HARRIS §
 §
COUNTY OF TEXAS §

BEFORE ME, the undersigned authority, on this day personally appeared Michael E. Thompson, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 18 day of July, 1988.

[Seal]

My commission expires: 5/15/89


Notary Public, State of Texas